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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JASMINE AMOS on behalf of herself and all
aggrieved employees,

Plaintiff,

vs.

UNITEDHEALTH GROUP INCORPORATED;
UNITED HEALTHCARE SERVICES, INC.;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 22-CIV-02095

**COMPLAINT FOR PENALTIES FOR
VIOLATION OF LABOR CODE § 2698 *et*
seq. (PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

1 Plaintiff JASMINE AMOS (“Plaintiff” or “AMOS”) hereby submits her complaint
2 (“Complaint”) against Defendants UNITEDHEALTH GROUP INCORPORATED and UNITED
3 HEALTHCARE SERVICES, INC. (“UNITED”) and DOES 1 through 25, inclusive (collectively,
4 “Defendants” or “UNITED”), on behalf of herself and other current and former aggrieved employees
5 of Defendants for penalties as follows:

6 **INTRODUCTION**

7 1. This representative action is brought pursuant to Labor Code § 2698 *et seq.* (the Private
8 Attorneys General Act of 2004 (“PAGA”) for Defendants’ violations of Labor Code §§ 201, 202, 203,
9 204, 210, 221, 222, 223, 224, 225.5, 226, 226.7, 500-508, 510, 512, 515, 1174, 1174.5, 1194, 1198,
10 2810.5, 2802 and 2800, *et seq.* This is a PAGA action and not a class action.

11 2. This Complaint challenges Defendants’ systemic illegal employment practices resulting
12 in violations of the stated provisions of the Labor Code against the identified group of employees.

13 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally
14 acted intentionally and with deliberate indifference and conscious disregard to the rights of all
15 employees in (1) failing to provide rest breaks and meal breaks or compensation in lieu of, (2) failing
16 to pay overtime, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and
17 owing upon separation of employment, (5) failing to timely pay wages, (6) failing to maintain accurate
18 employment records, (7) unlawful deductions, and (8) failing to reimburse expenses.

19 **JURISDICTION AND VENUE**

20 4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff
21 exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof
22 at trial.

23 5. This Court has jurisdiction over this action pursuant to California Constitution, Article
24 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given
25 by statute to other courts. The statutes under which this action is brought do not specify any other
26 basis for jurisdiction.

27 6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201, 202,
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203, 204, 210, 221, 222, 223, 224, 225.5, 226, 226.7, 500-508, 510, 512, 515, 1174, 1174.5, 1194, 1198, 2810.5, 2802 and 2800, *et seq.*

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, or the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff JASMINE AMOS was hired by Defendants as a non-exempt employee on or about October 8, 2018. Plaintiff's employment with Defendants was separated in or about September 2021.

10. Plaintiff is informed and believes and thereon alleges that Defendant UNITEDHEALTH GROUP INCORPORATED is a Delaware corporation doing business in the State of California.

11. Plaintiff is informed and believes and thereon alleges that Defendant UNITED HEALTHCARE SERVICES, INC. is a Minnesota corporation licensed to do business and actually doing business in the State of California, including the County of San Mateo.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 25, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, Defendants, and each of them, were agents, partners,

1 joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and
2 assigns, each of the other, and at all times relevant hereto were acting within the course and scope of
3 their authority as such agents, partners, joint venturers, representatives, servants, employees,
4 successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly
5 committed with ratification, knowledge, permission, encouragement, authorization and consent of
6 each Defendant designated herein.

7 **14.** As such, and based upon all the facts and circumstances incident to Defendants'
8 business in California, Defendants are subject to PAGA and Labor Code §§ 201, 202, 203, 204, 210,
9 221, 222, 223, 224, 225.5, 226, 226.7, 500-508, 510, 512, 515, 1174, 1174.5, 1194, 1198, 2810.5,
10 2802 and 2800, *et seq.*

11 **CAUSE OF ACTION**
12 **VIOLATION OF PAGA**
13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

14 **15.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 14 as though
15 fully set forth herein.

16 **16.** PAGA expressly establishes that any provision of the California Labor Code which
17 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
18 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
19 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
20 herself, and other current or former employees.

21 **17.** On March 18, 2022, Plaintiff provided written notice to the LWDA and Defendants of
22 the specific provisions of the Labor Code she contends were violated, and the theories supporting her
23 contentions. Plaintiff believes that on or about May 23, 2022, the sixty-five (65) days notice period
24 expired and the LWDA did not take any action to investigate or prosecute this matter. Therefore,
25 Plaintiff has exhausted the statutory time period to bring this action.

26 **18.** Plaintiff and the other non-exempt employees are "aggrieved employees" as defined by
27 California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and
28 one or more of the alleged violations was committed against them.

1 **Failure to Pay Overtime Wages**

2 **19.** At all times relevant herein, Defendants were required to compensate their non-exempt
3 employees overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40)
4 hours in a workweek, pursuant to the mandate of Labor Code §§ 510, 1194, and 1198.

5 **20.** As a pattern and practice, Defendants failed to compensate Plaintiff and other aggrieved
6 current and former employees for all overtime hours worked at the correct premium overtime rate,
7 resulting in a failure to pay all overtime wages, where applicable.

8 **Failure to Provide Meal Periods and Authorize and Permit Rest Breaks**

9 **21.** In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants were
10 required to authorize and permit their non-exempt employees to take a paid off duty 10-minute rest
11 break for every four (4) hours worked or major fraction thereof, and were further required to provide
12 their non-exempt employees with an off duty 30-minute meal period for every five (5) hours worked.

13 **22.** As a pattern and practice, Defendants failed to provide Plaintiff and other aggrieved
14 current and former employees with legally-mandated meal periods and failed to authorize and permit
15 legally-mandated meal/rest breaks, and failed to compensate them premium wages. Defendants
16 required Plaintiff and other aggrieved current and former employees to work through, interrupt, or cut
17 short their meal periods and/or rest breaks to complete their daily workload and satisfy the company's
18 expectations, without compensation and/or did not receive the proper premium payment for missed or
19 interrupted meal or rest breaks.

20 **Failure to Timely Pay Wages During Employment**

21 **23.** At all times relevant herein, Defendants were required to pay their employees within a
22 specified time period pursuant to the mandate of Labor Code § 204.

23 **24.** As a pattern and practice, Defendants regularly failed to timely pay Plaintiff and other
24 aggrieved current and former employees all wages due and owing them within the required time
25 period.

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1 **Failure to Timely Pay Wages Upon Separation**

2 **25.** At all times relevant herein, Defendants were required to pay their employees all wages
3 owed in a timely fashion at the end of employment pursuant to California Labor Code §§ 201 to 204.

4 **26.** As a result of Defendants' Labor Code violations alleged above, Defendants failed to
5 pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code §§
6 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

7 **Failure to Provide Complete and Accurate Wage Statements**

8 **27.** Defendants do not comply with the requirements of Labor Code Section 226 which
9 requires that "every employer shall, semimonthly or at the time of each payment of wages, furnish each
10 of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's
11 wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in
12 writing showing:

13 (1) gross wages earned,

14 (2) total hours worked by the employee, except for any employee whose compensation is
15 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
16 Section 515 or any applicable order of the Industrial Welfare Commission,

17 (3) the number of piece-rate units earned and any applicable piece rate if the employee is
18 paid on a piece-rate basis,

19 (4) all deductions, provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item,

21 (5) net wages earned,

22 (6) the inclusive dates of the period for which the employee is paid,

23 (7) the name of the employee (and the last four digits of his or her social security number
24 or an employee identification number other than a social security number *may* be shown on the
25 itemized statement),

26 (8) the name and address of the legal entity that is the employer, and
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1 (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 Defendants fail to provide accurate and complete information, as specified in items above as set forth in
4 section 226(a).

5 **28.** California Labor Code Section 226(e) provides: "An employee suffering injury as a
6 result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be
7 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
8 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
9 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to
10 an award of costs and reasonable attorney's fees." Plaintiff and the other aggrieved employees suffered
11 injuries as defined and set forth in California Labor Code Section 226(e) because, in addition to
12 Defendants' failure to provide accurate and complete information, as specified in items above (as set
13 forth in section 226(a)), Plaintiff and the other aggrieved employees could not "promptly and easily
14 determine" from the wage statements alone the correct hourly rate in effect during the pay period (i.e.,
15 without reference to other documents or information), nor was the overtime rate or the hours worked
16 provided in the statements accurate.

17 **29.** During the applicable time period, Defendants failed to provide Plaintiff and the other
18 aggrieved employees with timely and accurate wage and hour statements showing gross wages earned,
19 net wages earned, overtime pay, and all applicable hourly rates in effect during each pay period with the
20 corresponding number of hours worked at each hourly rate by that individual.

21 **30.** As alleged herein, Plaintiff and the other aggrieved employees are/were not exempt from
22 the requirements of California's labor laws and regulations. Plaintiff and the aggrieved employees were
23 and will be injured by Defendants' failure to comply with the aforementioned requirements for time
24 records and wage statements.

25 **31.** At all times relevant herein, Defendants were required to both provide and keep
26 *accurate* records regarding their California employees pursuant to the mandate of Labor Code §§ 226
27 and 1174.
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1 **32.** As a result of Defendants' various Labor Code violations, Defendants failed to keep
2 accurate records regarding Plaintiff and other aggrieved current and former employees. For example,
3 Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other
4 aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net
5 wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

6 **Failure to Maintain Accurate Employment Records**

7 **33.** Pursuant to Labor Code §§ 1174, 1174.5, and 2810.5, Defendants were required to
8 maintain accurate employment records for Plaintiff and Aggrieved Employees of including but not
9 limited to time records, pay stubs, clock in and clock out, meal break periods, rest break periods, and
10 the employment file itself.

11 **34.** As a pattern and practice, Defendants failed to maintain accurate employment records
12 regarding employment for Plaintiff and Aggrieved Employees and as a result, Defendants have violated
13 Labor Code §§ 1174, 1174.5, and 2810.5.

14 **Unlawful Deduction of Wages**

15 **35.** Labor Code §221 provides that it shall be unlawful for any employer to collect or
16 receive from an employee any part of wages theretofore paid by said employer to said employee.
17 Defendants unlawfully deducted wages from Plaintiff and Aggrieved Employees. Defendants created a
18 system whereby Plaintiff and Aggrieved Employees would be deducted wages and were in fact
19 deducted wages. Labor Code §223 provides that where a contract requires an employer to maintain the
20 designated scale, it is unlawful to pay a lower wage while purporting to pay the wage designed by the
21 contract. Labor Code §224 prohibits employers from making deductions from an employee's wages
22 not authorized by the employee in writing or permitted by law. Labor Code §2751 provides that:
23 Whenever an employer enters into a contract of employment with an employee for services to be
24 rendered within this state and the contemplated method of payment of the employee involves
25 commissions, the contract shall be in writing and shall set forth the method by which the commissions
26 shall be computed and paid.

27 **36.** Under California law, an employer can lawfully withhold amounts from an employee's
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wages only in the following circumstances:

- a) When required or empowered to do so by state or federal law;
- b) When a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions or other deductions not amounting to a rebate on the employee's wages; and
- c) When a deduction to cover health, welfare or pension contributions is expressly authorized by a wage or collective bargaining agreement (Labor Code Sections 221 and 224).

37. None of the exceptions and outlined by the Labor Code apply to Plaintiff and Aggrieved Employees and therefore the deductions including that of wages by Defendants are deemed illegal. Defendants have maintained a policy of failing to inform Plaintiff and Aggrieved Employees of the illegal deductions and have willfully failed to compensate Plaintiff and Aggrieved Employees for wages earned as a result of the illegal deductions.

38. Plaintiff and Aggrieved Employees are entitled to the wages deducted by Defendants and/or civil penalties pursuant to (including penalties pursuant to Labor Code section 225.5), and waiting time penalties associated with the deductions and according to proof at trial.

Failure to Reimburse Expenses

39. Under California Labor Code section 2802, Defendants must reimburse and indemnify Plaintiff and other aggrieved employees for all necessary expenditures Plaintiff and all other aggrieved employees incurred. At all times relevant herein, Defendants were required to reimburse its employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or his or her duties pursuant to the mandate of California Labor Code sections 2800 and 2802. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved employees all business expenses incurred and owing them within the required time period, including for cell phone, internet, electronics, supplies, and other related expenses.

40. Defendants violated Labor Code Section 2800, et seq. by failing to reimburse Plaintiff and aggrieved employees for expenses incurred on behalf of Defendants while performing work on behalf of Defendants. Plaintiff and aggrieved employees incurred expenses including but not limited to

1 such things as computers to perform work for UNITED, desk, chair, and other items related to the
2 specific workspace, office space/rent, internet, telephone/cell phone charges, utilities such as electricity,
3 gas, and water, and stationery. Defendants failed to reimburse Plaintiff and all aggrieved employees for
4 any of the expenses they incurred while working on behalf of Defendants.

5 **Penalties**

6 **41.** Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of
7 other current and former aggrieved employees, requests and is entitled to recover from Defendants,
8 and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory
9 penalties against Defendants, and each of them, including but not limited to:

10 **42.** Penalties under California Labor Code § 2699 in the amount of a hundred dollars
11 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
12 (\$200) for each aggrieved employee per pay period for each subsequent violation;

13 **43.** Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty
14 dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred
15 dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

16 **44.** Penalties under California Labor Code § 210 in addition to, and entirely independent
17 and apart from, any other penalty provided in the California Labor Code in the amount of a hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
19 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

20 **45.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for
21 each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250)
22 for each aggrieved employee per pay period for each subsequent violation;

23 **46.** Penalties under Labor Code § 2802 in the amount of a hundred dollars (\$100) for each
24 aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for
25 each aggrieved employee per pay period for each subsequent violation;

26 **47.** Any and all additional penalties as provided by the Labor Code and/or other statutes;
27 and
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1 **48.** Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any
2 other applicable statute.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on her own behalf and as representative of other aggrieved current
5 and former employees pursuant to PAGA, prays for judgment as follows:

- 6 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor
7 Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204,
8 210, 221, 222, 223, 224, 225.5, 226, 226.7, 500-508, 510, 512, 515, 1174, 1174.5,
9 1194, 1198, 2810.5, 2800, *et seq.*;
- 10 2. For attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, 2802, *et seq.* and
11 2699, *et seq.* and any other applicable statute; and
- 12 3. For such other and further relief the court may deem just and proper.

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14 Dated: May 24, 2022

NATHAN & ASSOCIATES, APC

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16 By: /s/ Reuben D. Nathan
17 Reuben D. Nathan
18 Attorneys for Plaintiff
19 JASMINE AMOS
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